



REQUEST FOR PROPOSAL

RFP NO. 40-12-13

Backflow Prevention Device Testing, Repair & Installation Services

RESPONSES ARE DUE NO LATER THAN

Tuesday, August 27, 2013 at 3:00 PM (Local Time)

AT

**CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116**

The responsibility for submitting a response to this solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the proposer. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Contact Person: Ruby C. Johnson
Email: rcrenshaw@northmiamifl.gov | Phone: (305) 895-9886 | Fax: (305) 895-1015



SUBJECT: The City of North Miami is requesting qualifications and proposals from experienced and licensed Plumbers who are certified to perform Backflow Prevention Device Testing, Repairs and Installation Services to backflow devices to residential and commercial residents throughout the City of North Miami.

Please submit an original proposal, one (1) CD and three (3) copies in response to this Request for Proposal (RFP). The Proposals are to be submitted in a sealed envelope bearing the name of the proposer, and the address as well as the title of the RFP no later than 3:00 P.M. local time **Tuesday, August 26, 2013**. Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Proposals:

RFP No. 40-12-13
Backflow Prevention Device
Testing, Repairs & Installation Services

The City's tentative schedule for this Request for Proposal is as follows:

Issue Date:	August 15, 2013
Cut- off Date for Questions:	August 22, 2013
Opening of Proposals:	August 27, 2013
Proposals Evaluations:	August 27 – 30, 2013

The City reserves the right to delay or modify scheduled dates and will notify proposers of all changes in scheduled dates.

Copies of this RFP Document may be obtained by contacting Demandstar by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and request Document No. 40-12-13 or may be purchased for a non-refundable fee of \$25.00 from the Purchasing Department.

The City of North Miami reserves the right to reject any or all Proposals with or without cause; to waive any and all irregularities with regard to the specifications and to make awards in the best interest of the City.

Please be advised that solicitations(s) issued are subject to the City of North Miami Code Section 2-312 prohibiting certain communications with the City as completely specified in General Conditions of the Proposal.

We look forward to your active participation in this solicitation.

Sincerely,

Ruby C. Johnson

Ruby C. Johnson, CPPO

Purchasing Director

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Required Forms

Form A-1	Public Entity Crimes Affidavit
Form A-2	Non Collusive Respondent Certificate
Form A-3	Local Preference (If Applicable)
Form A-5	Acknowledgement of Addenda
Form A-10	Performance Bond
Form A-14	References

All of our forms can now be found on our website at: <http://www.northmiamifl.gov/business/purchasing/forms.asp>. These forms are fill – in forms. Please ensure to include all applicable forms with your bid responses signed and notarized as required. Emailed forms will not be accepted.

SECTION 1 SCOPE OF WORK

1.1 PURPOSE

The purpose of this RFP is to secure a pool of qualified firms to perform backflow prevention device testing, repairs and installation to residential and commercial residents of the City of North Miami at the owner's expense.

The City further seeks firms that are willing participants in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of the City Code.

The Proposers will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code.

1.2 BACKGROUND

The City of North Miami has approximately 3,000 Backflow Prevention Devices throughout the City. It is the City's desire to establish a pool of vendors whom residents may contact to perform the testing, repairs, and installations if needed. The City desires to provide residents with a set rate for which they may obtain this service when it is required to be done.

Proposers shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City to be considered for this pool of vendors.

It shall be the sole prerogative of the City as to the number of vendors who will be initially included under this contract. Once the list is established, during the term of the program, the City reserves the right to add or delete vendors as it deems in its best interests.

1.3 MINIMUM QUALIFICATIONS

To be eligible to respond to the RFP, the Proposer must demonstrate sufficient capacity, resources and experience to provide Backflow testing, repairs and installation. Any Proposer that fails to meet all the following minimum criteria shall be noted as "non-responsive" and will not be evaluated / scored.

- At a minimum, the Proposer shall be a licensed plumber with a certified Backflow Tester Certification and licensed to do business in the State of Florida;
- Proposers must provide proof they have been engaged in the plumbing and backflow prevention testing business for a minimum of 3 years, within the last 5 years;
- Proposers must have an office with a dedicated and qualified person, phone and fax line, as well as on-line capabilities to receive request for inquiries and to send test results online to the City.
- References are required however, it is preferred that a minimum of one reference is

with other governmental agencies doing similar type work (other than the City of North Miami) within the last three (3) years.

1.4 SCOPE OF WORK

Federal, State and County Regulations require backflow preventive testing on all backflow devices. All work for this project will be performed at private and commercial residences and **NOT** City property.

The homeowner or business requesting the service is responsible for full payment. It is the City's desire to provide its residents a pool of vendors with fixed pricing to have the services performed. The selected Contractors will be contacted by North Miami Residents as needed. The City will not control who the residents contact. It is the sole discretion of the residents to choose from the pool of vendors.

There are approximately 3,000 back flow preventative devices throughout the City's water service area. Devices include both domestic lines and fire lines and must be tested yearly. Services may include: inspections, repair and new installation. All inspections must be sent to the City's Representative by the vendor via online reporting to ensure compliance has been met.

End of Section 1

SECTION 2 SPECIAL CONDITIONS

2.1 CONTACT PERSON

For any information regarding the specifications and requirements of this RFP, contact: Ruby C. Johnson via facsimile: (305) 891-1015 or email at rcrenshaw@northmiamifl.gov.

Any questions or clarifications concerning this RFP shall be submitted in writing by mail, facsimile or email to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161, FAX: (305) 891-1015. The RFP title/number shall be referenced on all correspondence. All questions must be received no later than **Thursday, August 22, 2013 at 3:00 PM.** All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. No questions will be received written, verbally or after said deadline.

2.2 PRE-PROPOSAL CONFERENCE

N/A

2.3 METHOD OF AWARD

A committee of three (3) members appointed by the Purchasing Director shall meet to review the responses to the RFP for compliance with the requirements and provide an objective evaluation of all proposals. The committee will be comprised of appropriate City personnel from multiple departments as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced with regard to both ethnicity and gender. The Committee's initial evaluation of proposals shall be on the basis of the specific project need and the professional services offered by the Respondent in accordance with those criteria listed below.

Criteria will be scored on a scale of "0" to "100" per evaluator with the maximum number of points available for each criterion as noted in this section. The total maximum number of points to be scored under this process is 300. Scoring is based on a point total per evaluator and not a percentage.

Proposals will be evaluated based on the following criteria:

1. Firm / Staff Overall Experience	30 Points
2. References	25 Points
3. Price Proposal	35 Points
4. Local Preference	<u>10 Points</u>
TOTAL	100 Points

VENDOR SELECTION / WORK DISTRIBUTION:

1. Firms will be ranked according to the overall evaluation score;

2. The Firms will be shortlisted;
3. It shall be the sole prerogative of the City as to the number of vendors who will be initially included under this contract. Once the list is established, during the term of the contract, the City reserves the right to add or delete vendors as it deems in its best interests.

2.4 TERM OF CONTRACT

The term of the contract shall be for a period of one year with two (2) year to year renewals.

The selected Contractors will be contacted by North Miami Residents as needed. The City will not control who the residents contact. It is the sole discretion of the residents.

2.5 PROPOSAL CONDITIONS

2.5.1 The City Options

The City may, at its sole and absolute discretion, reject any or all Proposals, re-advertise this RFP, postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

The determination of the criteria and process whereby Proposals are evaluated, the decision as to who shall receive a contract award, or whether an award shall ever be made as a result of this RFP, shall be the sole and absolute discretion of the City. In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this RFP.

The submittal of a Proposal will be considered by the City as constituting an offer by the Proposer to provide the services described in this RFP.

2.5.2 Rules, Regulations, and Requirements

All Proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or City government applicable to submitting a response to this RFP and to providing the services described herein.

2.5.3 Change of Proposal

Any Proposer, who desires to change his/her Proposal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Proposal opening. The Proposer's name and the RFP # shall appear on the envelope.

2.5.4 Withdrawal of Proposal

A Proposal may be withdrawn prior to the date and hour of the Proposal opening. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer, for the period of ninety (90) days after the date of the Proposal opening, to provide the proposed services.

2.5.5 Modifications of Proposal

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

2.6 INSURANCE - General Insurance Requirements

Respondents must submit with their proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – Statutory limits and Employer's Liability Insurance - \$1,000,000
- Fidelity / Dishonesty Coverage - \$500,000 per occurrence
- Professional Liability (Errors and Omissions) Insurance –
 - \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
 - Claims made policy must have an extended coverage reporting period of two years past the coverage completion date;
 - For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.
- Commercial General Liability Insurance – preferably written on an occurrence form with \$1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.
- Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury & property damage.

The successful Proposer must submit, prior to signing of contract, a Certificate of Insurance including the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required insurance remain current and in effect throughout the term of contract.

2.7 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines apply to this contract. Contractors shall be aware, if awarded that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this RFP has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this RFP no person having such conflicting interest shall be employed.

2.8 VENDOR REGISTRATION

The awarded Proposer shall be a registered vendor with the City of North Miami for the duration of the agreement. In becoming a registered vendor, the Proposers confirms its knowledge of and commitment to comply with the City of North Miami Procurement Ordinance No. 1244 which sets forth the provisions of the procurement of supplies and services, including source selection and contract formation.

Proposers may view the city's procurement ordinance at www.northmiamifl.gov/purchasing

2.9 REVIEW OF PROPOSALS

The City will not allow any requests for documents or reviews of submittals until thirty days after proposals are received or after award. After said time, firms may request documents or make an appointment to review submittals and presentations.

2.10 COMMUNITY BENEFITS PLAN

The Successful Vendor will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the Code. The Successful Vendor will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Successful Vendor shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Respondents are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the successful Proposer, as a precondition to the execution of any agreement. The Successful Vendor's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Vendor.

2.11 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City

Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into this Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into this Agreement with Contractor.

2.12 ATTORNEYS' FEES

In the event of any dispute arising under or related to this Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

End of Section 2.0

SECTION 3 PROPOSAL FORMAT

Respondents should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided on recycled paper, with normal margins and spacing. Proposal shall be limited in size as to what can fit into a 2 1/2" binder. All documents and information must be fully completed and signed as required. Proposals which do not include the required documents may be deemed non-responsive and may not be considered for evaluation.

Please submit an original proposal, one (1) CD and three (3) copies in response to this Request for Proposal (RFP). Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The Proposal must include the following information:

3.1 MANDATORY SUBMITTAL REQUIREMENTS

LABEL EACH SECTION AS NUMBERED

Firms shall submit a Proposal in a bound format which shall include but not limited to the following:

1. Proposal Contact Person Information (See attached Form)

This form should be the first page of the Respondents Proposal. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

2. Business Structure

- Provide a brief introduction narrative letter highlighting the qualifications of the firm including component firm(s), legal nature of the organization and number of years in existence and location.
- Include copies of all active professional licenses and certification held by the Firm under Florida Law to provide the required services.
- Include proof of the required insurance.

3. Firms Past Experience

- Provide experience in providing backflow testing and repairs.
- Include three (3) professional references from current or past clients (within three years). Client cannot be the City of North Miami (***Form A-14 - Reference Form can be used or letters from client***). ***It is preferred that at least one (1) client be from a governmental agency.***

Reference information shall include the client name, amount of the project, size of the project, outcome of the project, duration of the project, overall satisfaction of the project along with a contact name, phone, fax and email address to contact the reference.

- Respondents should submit any information they deem appropriate for evaluation of past performance with projects similar in nature to the one under consideration by the City. (Photos are acceptable) Limit this information to 3 pages.

4. Local Business Preference

The RFP is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses or businesses with a total workforce of 10% residing in the City of North Miami or firms that sub or firms that subcontract at least ten percent (10%) to local businesses. To satisfy this requirement, the Proposer shall affirm in writing its compliance with either of the following objective criteria. Proposers may utilize **Form A-3 Local Vendor Preference** in Section 4.0 – Contract Forms.

A local business shall be defined as:

- a) A business that has a physical business address located within the limits of the City of North Miami from which the Proposer operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. A local business must have a valid local business tax receipt, issued by City of North Miami; or
- b) A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the solicitation for supplies or services; or
- c) A business that subcontracts at least ten percent (10%) of the contractual amount of a City project to subcontractors who are physically located within the City of North Miami. **(Must complete Forms A-3a Statement of Intent & A-3b Participation Schedule)**

The City is seeking firms that are willing participants in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of City Ordinance 1244.

5. Price Proposal

Services described in this RFP shall be compensated per backflow test. Hourly Pricing will be required for repairs with a percentage discount off parts.

No additional fees are allowed as well as no increase in fees is allowed during the duration of the contract. Proposers should incorporate profit and overhead into the rates, which also must include, without limitation, all supplies, equipment and other charges. No separate or additional costs of any kind will be allowed.

8. Contract Forms

All contract forms must be completed (with all blanks filled in), executed and properly notarized.

End of Section 3



CITY OF NORTH MIAMI

PROPOSAL CONTACT PERSON INFORMATION

RFP 40-12-13

**Backflow Prevention Devices
Testing, Repairs and Installation Services**

Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

LEGAL NAME OF PROPOSER(S) _____

FEDERAL EMPLOYEE IDENTIFICATION (FEIN) NUMBER _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSONS NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME & TITLE: _____



**Exhibit 1
PROPOSAL FORM**

Backflow Prevention Testing, Repair & Installation

Item No.	Description	Cost
Testing		
1.	1.5 Inch and below	\$
2.	2 inch and greater	\$
Repairs		
3.	Hourly Rate	\$
4.	Percentage Off Parts	_____ %
Installation		
5.	1.5 Inch and below	\$
6.	2 Inch to 3 Inch	\$
7.	4 Inch & greater	\$

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of services and product requested by the City of North Miami Residents.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of proposals; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining sale contract signature and approval.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform to all requirements of the Request for Proposal.

Name: _____ (Please Print)

Offeror Signature _____ Title: _____ Date: _____



SECTION 4.0

Contract Forms

The following forms are required to be submitted with this RFP.

Form A-1	Public Entity Crimes Affidavit
Form A-2	Non Collusive Respondent Certificate
Form A-3	Local Preference (if applicable)
Form A-5	Acknowledgement of Addenda
Form A-10	Performance Bond
Form A-14	References

All of our forms can now be found on our website at: <http://www.northmiamifl.gov/business/purchasing/forms.asp>. These forms are fill – in forms. Please ensure to include all applicable forms with your RFP documents signed and notarized as required. Emailed forms will not be accepted.

Section 5.0 General Guidelines and Information

5.1 DEFINITIONS

- a) "City." The City of North Miami.
- b) "Contract" a binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the City and the other party.
- c) The word "Contractor" means a Proposer or Respondent selected pursuant to this RFP for backflow prevention device testing and installation service.
- d) The word "Department" to mean a department of The City of North Miami.
- e) The word "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this solicitation.
- f) "Proposer" or "Respondent." All contractors, consultants, organizations, firms or other entities submitting a response to this RFP.
- g) The words "Scope of Services" or "Scope of Work" to mean section 3.0 of this solicitation, which details the work to be performed by the contractor or consultant.
- h) The word "Solicitation" to mean this Request for Proposal (RFP) document, and all associated addenda and attachments.
- i) The words "Subcontractor" or "Sub-consultant" to mean any person, firm, entity or organization, other than the employees of the contractor, who contracts with the contractor to furnish labor, or labor and material, in connection with the services to the city, whether directly or indirectly, on behalf of the contractor.

5.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including

public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

5.3 INVITATION

This invitation is extended to firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this solicitation represent the City's anticipated needs.

5.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit, (Form "A-1")* attached to this solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the solicitation requirements.

5.5 PUBLIC ENTITY CRIME/ DISCRIMANATORY VENDOR LIST

Any Respondent, or any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Respondent further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. The City in the

event in such termination, shall not incur any liability to the Respondent for any work or materials furnished.

5.6 LOBBYING

All Respondents, their agents and proposed sub consultants or subcontractors, are hereby placed on noticed that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this solicitation. Respondents, their agents and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this solicitation) shall be the only point of contact for questions and/or clarifications concerning the solicitation, the selection process and the negotiation and award procedures.

5.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend contractors from doing business with the city whenever a contractor materially breaches its contract with the City. Any Proposal submitted by a Respondent, its proposed subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any contract issued as a result of this solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any

liability to the Respondent for any work or material furnished.

5.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the contract specialist, identified on the cover page of this solicitation, for all inquiries relating to this solicitation. All Respondents' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

5.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this solicitation.

5.10 ADDENDA

If any solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the City's web site (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number.** All addenda placed on the Demand Star can be down loaded.

5.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this solicitation and/or re-advertise and re-solicit the requirements

at any time when determined to be in the best interest of the city.

5.12 PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158 City Code, shall post with the city at the time of filing the formal written protest with the city at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

5.13 CONTRACT

The selected Respondent understands that this solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a contract which the city determines to be fair, competitive and reasonable.

5.14 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this solicitation. All information in the response shall be provided at no cost to the City.

5.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

5.16 RESPONSE SUBMISSION AND OPENING

All response shall be submitted in a sealed envelope by the deadline indicated on the cover page of this solicitation. The response shall identify the solicitation number and title specified on the cover page of this solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the solicitation opening.

5.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

5.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent contract negotiation.

5.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided

by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

5.20 REJECTION OF RESPONSES

Pursuant to Section 7-136 of the City Ordinance the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such Proposal is deemed non-responsive; (3) if the Respondent is deemed non-responsible; or (4) if the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the solicitation that does not affect the price of the contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

5.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

The selection committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentation will be scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

5.22 REVIEW OF PROPOSAL FOR RESPONSIVE

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with

these requirements may result in a Proposal being deemed non-responsive.

5.23 CITY COUNCIL REVIEW

The Purchasing Director will report the result of this RFP to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into contract Negotiation. The City Council reserves the right to reject all Proposals.

5.24 CONTRACT AWARD

The City anticipates the award of one contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

5.25 CONE OF SILENCE

This RFP is issued pursuant to the City of North Miami Ordinance Section 7-193 which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFP and IFB after the advertisement of said RFP, RFP or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the city clerk, with the copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFP or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

5.26 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier subcontractors or sub consultants who will perform any part of the contract work and all suppliers who will supply materials for the contract work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute subcontractors or suppliers from those listed in the Proposal except upon written approval of the City (See "Form A-6").

5.27 BUSINESS ENTITY REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

5.28 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall

determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

5.29 PROPRIETARY/ CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

5.30 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL VENDORS

The evaluation of competitive solicitations is subject to section 7-151 of the City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the solicitation. A local business shall be defined as:

- b) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or
- c) A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total

workforce residing in the city prior to the city's issuance of the solicitation for supplies or services; or

d) The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who is physically located within the City of North Miami **(Must complete Form A-3a & A-3b)**

shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer.

END OF SECTION 5

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. **(See Form A-3)**

5.31 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered.

5.32 COMMUNITY BENEFITS PLAN

The Successful Proposer will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the Code.

The Successful Proposer will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Successful Proposer shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Proposers are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the successful Proposer, as a precondition to the execution of any agreement. The Successful Proposer's Community Benefits Plan